

AN ORDINANCE approving the awarding of Reference #888 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and GOODYEAR COMMERCIAL TIRE AND MCMAHON TIRE, INC. for the City Utilities Garage.


NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #888 between the City of Fort Wayne, by and through its Department of Purchasing and GOODYEAR COMMERCIAL TIRE AND MCMAHON TIRE, INC. for the City Utilities Garage, respectfully for:

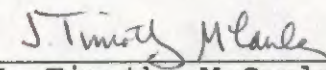
the purchase of tires, tubes and tire repairs for the City Fleet through the City Utilities Garage;

involving a total cost of Eighty-Five Thousand and no/100+/- Dollars (\$85,000.00+/-) - (GOODYEAR - \$42,500.00+/-; MCMAHON TIRE - \$42,500.00+/-), all as more particularly set forth in said Reference #888 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

REF. NO.: 888
DEPT.: CU GARAGE
DATE: 11/16/89
ITEM/SERV.: TIRES/TUBES

PURCHASING INFORMATION

ADVERTISED BID: YES
DATES ADVERTISED: 10/5/89 & 10/12/89
OPENING DATE: 10/26/89
WRITTEN QUOTE:
DUE DATE:
VERBAL QUOTE:
SINGLE SOURCE:
NO. OF VENDORS NOTIFIED: 7
NO. OF VENDORS RECEIVING BID: 5
NO. OF VENDORS RETURNING BID: 4
NO. OF VENDORS DISQUALIFIED: 0
NO. OF VENDORS NOT RESPONDING: 3
DATE SENT TO DEPT FOR RECOMM.: 10/30/89
DATE RECOMMENDATION REC'D IN PURCH: 11/13/89

COUNCIL INFORMATION DATES SENT
DATE INFO SENT TO LAW DEPT.: 11/16/89
INTRODUCTION DATE: 11/28/89
DISCUSSION DATE: 12/5/89
PASSAGE DATE: 12/12/89
ORDINANCE NO.:

AMOUNT APPROVED AND/OR SPENT
LAST YEAR: (IF APPLICABLE)

REFERENCE NO. 888
TIRES/TUBES
CU GARAGE

ITEM/TIRES	MCMAHON	WOODWARD	GENERAL	GOODYEAR
7.50-16 TRACT	\$48.03	\$51.58	\$44.58	\$51.58
7.50-16 TREAD	\$49.43	\$48.12	\$41.42	\$48.12
17.5-25 TRACT/TREAD	\$305.86	\$401.45	\$349.00	\$379.75
9.50-16.5 TRACT	\$61.35	\$58.21	\$54.98	\$58.21
9.50-16.5 TREAD	\$53.54	\$54.77	\$51.98	\$54.77
1100-22.5 TRACT	\$163.23	\$154.05	\$143.18	\$124.23
1100-22.5 TREAD	\$142.68	\$145.68	\$136.34	\$154.05
16.9-24 TRACT	\$292.47	\$282.44	\$207.42	\$282.44
8-14.5L2 TREAD	\$49.88	\$56.55	\$74.58	\$56.55
P22570R-15-4 TREAD	\$47.79	\$47.00	\$43.42	\$47.00
P22570R-15-4-SNOW	\$59.52	\$45.01	\$49.69	\$45.00

ITEM/TUBES				
7.50-16	\$5.35	\$7.23	\$6.07	\$7.22
17.5-25	\$31.55	\$24.10	\$35.67	\$16.56
9.50-16.5	\$4.61	\$7.11	\$10.24	\$7.11
1100-22.5	\$11.25	\$19.51	\$16.52	\$17.66
16.9-24	\$19.18	\$21.38	\$20.16	\$16.56
8-14.5L2	\$6.50	\$6.53	\$9.05	\$6.53
P22570R-15-4	\$4.61	\$7.14	\$4.61	\$7.13
P22570R-15-4-SNOW	\$4.61	\$7.14	\$4.61	\$7.13

SERVICE				
REP DEALERS TRUCK	\$10.50	\$8.50	*	\$9.00
REP DEALERS VAN	\$8.00	\$6.50		\$6.00
REP DEALERS CAR	\$7.50	\$5.00		\$6.00
REP STREETS TRUCK	\$10.50	\$10.50		\$9.00
REP STREETS VAN	\$8.00	\$7.50		\$6.00
REP STREETS CAR	\$7.50	\$6.50		\$6.00
REP. INSIDE DUAL	\$14.00	\$2.00		\$9.50
SERV CALL CITY LIMITS	\$14.50	\$15.00		\$15.00
SERV CALL OUTSIDE CITY	\$14.50	\$19.00		\$15.00
CHRG HR OUTSIDE CITY	\$25.00	\$22.50		\$15.00
MILEAGE	\$0.75	\$0.55		\$0.20
MIN SERV CALL	\$14.50	\$25.00		\$15.00
SERV CALL AFTER HRS	\$39.00	\$19.00		\$25.00
CHRG HR AFTER HRS	\$25.00	\$25.00		\$25.00
DISM TIRE FROM RIM TRCK	\$5.00	\$3.50		\$3.50
MNT TIRE ON RIM TRCK	\$5.00	\$3.50		\$3.50
ROTATE TIRE TRUCK	\$5.00	\$4.50		\$3.50
ROTATE TIRE VAN	\$2.00	\$2.50		\$2.00
ROTATE TIRE CAR	\$2.00	\$2.50		\$2.00
FLAT REP TRUCK	\$10.50	\$8.50		\$9.00
FLAT REP VAN	\$8.00	\$6.50		\$6.00
FLAT REP CAR	\$7.50	\$5.00		\$6.00
LABOR/15X22.5 LRGR	\$17.50	\$25.00		\$22.50
LABOR/ALL CAR TIRES	\$7.50	\$5.00		\$2.00
REP UNIT-LG	\$7.50	\$6.50		\$6.00

REP UNIT-SM	\$7.50	\$5.00	\$6.00
DISM JUNK TRUCK	\$5.00	\$3.50	\$3.00
DISM JUNK VAN	\$2.50	\$2.50	\$3.00
DISM JUNK CAR	\$2.50	\$2.50	\$3.00
COMP BALANCE	\$5.50	\$4.00	\$5.50

CALCIUM - PER OZ	\$0.01125	\$0.01179	\$0.01278
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* DID NOT FILL OUT PRICE SHEET INCLUDED WITH BID

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 10-26-89 @ 11:00 AM BID REFERENCE # 888

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR THE 1990 REQUIREMENTS FOR AUTO, TRUCK, TRACTOR AND CONSTRUCTION EQUIPMENT TIRES AND TUBES PER SPECIFICATIONS AND REQUESTED BY CITY UTILITIES GARAGE

THIS BID REQUIRES A \$500.00 BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: net 0 % IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Goodyear Commercial Tire
STREET ADDRESS 4720 Speedway Dr
CITY Ft Wayne PHONE # 488 8777
BY [Signature]
REPRESENTATIVE SIGNATURE

PRICE SHEET FOR TIRES/TUBES

NOTE: PLEASE BID MAJOR MANUFACTURER'S TOP OF THE LINE TIRES/TUBELESS ONLY. AWARDED VENDOR(S) SHALL MAKE ALL PASSENGER CAR TIRES AVAILABLE WITHIN THREE (3) DAYS NOTIFICATION FROM THE CU GARAGE.

SIZE	TRACTION	STR TREAD	PLY	COST TIRE / COST TUBE	
				TRACT / TREAD	
7.50-16	YES	YES	8	\$ <u>51.58</u> / <u>48.12</u>	\$ <u>7.22</u>
17.5-25	YES	YES	12	\$ <u>379.75</u> / <u>379.75</u>	\$ <u>16.56</u>
9.50-16.5	YES	YES	8	\$ <u>58.21</u> / <u>54.77</u>	\$ <u>7.11</u>
1100-22.5	YES	YES	12	\$ <u>124.23</u> / <u>154.05</u>	\$ <u>17.66</u>
16.9-24	YES	NO	10	\$ <u>282.44</u> /	\$ <u>16.56</u>
8-14.5L2	NO	YES/HWY	12	\$ / <u>56.55</u>	\$ <u>6.53</u>
P22570R-15-4	PURSUIT		4	\$ / <u>47.00</u>	\$ <u>7.13</u>
P22570R-15-4-SNO	PURSUIT		4	\$ <u>45.00</u> /	\$ <u>7.13</u>

BELOW INFORMATION MUST BE FILLED OUT AND RETURNED WITH YOUR BID.
 PRICES MUST BE FIRM AND EXACT. ESTIMATED OR FIGURES STATED AND
 UP WILL NOT BE CONSIDERED.

REP AT DEALERS LOCATION:	TRUCK	\$ 9.00
	VAN	\$ 6.00
	CAR	\$ 6.00
REP ON CITY STREETS:	TRUCK	\$ 9.00
	VAN	\$ 6.00
	CAR	\$ 6.00
REP ON INSIDE DUAL:		\$ 9.50
SERVICE CALL CITY LIMITS:		\$ 15.00
SERVICE CALL OUTSIDE CITY:		\$ 15.00
CHARGE PER HR OUTSIDE CITY:		\$ 15.00
MILEAGE:		\$.20
MINIMUM SERVICE CALL:		\$ 15.00
SERVICE CALL AFTER HOURS:		\$ 25.00
CHARGE PER HR AFTER HOURS:		\$ 25.00
DISMOUNT TIRE FROM RIM LG/TRCK:		\$ 3.50
MOUNT TIRE ON RIM LG/TRCK:		\$ 3.50
REMOVE/REPLACE TIRE AS IN ROTATION:	TRUCK	\$ 3.50
	VAN	\$ 2.00
	CAR	\$ 2.00
FLAT REP AT DEALER:	TRUCK	\$ 9.00
	VAN	\$ 6.00
	CAR	\$ 6.00
LABOR/REP ON ALL 15 X 22.5 & LRGR:		\$ 22.50
LABOR/REP ON ALL CAR TIRES:		\$ 2.00
REP ON CAR TIRES W/REP UNIT-LG:		\$ 6.00
REP ON CAR TIRES W/REP UNIT-SM:		\$ 6.00
DISMOUNT JUNK TIRES:	TRUCK	\$ 3.00
	VAN	\$ 3.00
	CAR	\$ 3.00
COMP BALANCE ON CAR TIRES:		\$ 5.50
COST PER DRUM OF CALCIUM:		\$ 45.00

HOURS OF DEALER OPERATION: _____
Monday thru Friday 8:00 am to 5:00 pm Saturday 8:00 am to 12:00 pm
24 hour emergency road service available Sunday thru Saturday

October 25, 1989

The Department of Purchasing
of the City of Fort Wayne

We quote and propose to furnish Goodyear brand tires and tubes, as required, at the price indicated in the Goodyear Net State Price List dated February 1, 1989, enclosed less the following discounts:

	<u>DISCOUNT</u>
Police Auto	57%
Radial Auto	47
Light Truck Bias	35
Light Truck Radial	30
Unisteel RLT	08
Medium Over/Road Truck Bias	25
Medium Over/Road Truck Radial	26
Off Road Truck Bias	26
Farm	20
Industrial	20
Tubes	25
G-Metric Radial Auto	35
Tiempo Radial Auto	35
Marathon Trailer	35

Pricing for Goodyear Retreaded tires will be determined by using the enclosed Constant Performance "Precured" Truck Tire Retreading and Repairing Price List (B-252) dated February 1989 less the following discount:

Retread Tires	56%
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All the above pricing discounts are in effect through December 31, 1990

At the same time this bid goes into effect Goodyear tire will be opening a state of the art Truck Tire Center/Retread Plant in the city of Fort Wayne. Besides creating new jobs in the Fort Wayne area this facility will help us provide you with the best services and products available. The Truck Tire Center will include a full service Retread Plant capable of manufacturing both "Precured and Mold cured" retreads. We will also have a wheel and rim reconditioning machine, a flat proof tire process and a full service truck repair facility including alignment equipment capable of aligning all types of vehicles. As you can see, with the additions we have made, we are striving to provide the best product and services possible.



BID BOND

THE AETNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115

Bond No.

KNOW ALL MEN BY THESE PRESENTS,

That we, THE GOODYEAR TIRE & RUBBER COMPANY

as Principal, hereinafter called the Principal, and

THE AETNA CASUALTY AND SURETY COMPANY, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

CITY OF FORT WAYNE
CITY UTILITIES GARAGE
ONE MAIN STREET
FORT WAYNE, IN 46802

as Obligee, hereinafter called the Obligee, in

the sum of FIVE HUNDRED AND -----00/100----- Dollars

(\$ 500.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for FURNISHING TIRES AND TUBES FOR THE PERIOD OF JANUARY 1, 1990 THROUGH DECEMBER 31, 1990 (BID REFERENCE NO. 888).

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of October, 19 89 .

"CERTIFICATE OF AUTHORITY ATTACHED"

(Witness)

THE GOODYEAR TIRE & RUBBER COMPANY

(Principal) (Seal)

Eldrich Carr
MANAGER, RISK MANAGEMENT

(Title)

THE AETNA CASUALTY AND SURETY COMPANY

By *J A Ellison*
J A ELLISON (Attorney-in-Fact)

AIA DOCUMENT A310
BID BOND
FEBRUARY 1970 ED.
THE AMERICAN INSTITUTE OF ARCHITECTS

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint **J. E. Durot, P. F. Barna, Eldrich A. Carr or J. A. Ellison** --

of **Akron, Ohio**, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s):

by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incident thereto **Air Breads, Inc., Atomic Fire & Auto Service Company, Brad Ragan, Inc., Capitol Tire Company, Cambridge Tire Co. of Braintree, Inc., Celeron Corporation, Celeron Pipeline Company, CosmoFlex, Inc., DCH, Inc., Delta Tire Company, Inc., The Dun-Therm Corporation, Goodyear Farms, Inc., Goodyear International Corporation, Goodyear Rubber Plantations Company, Goodyear Western Hemisphere Corporation, Hose Couplings Manufacturing, Inc., The Kelly-Springfield Tire Company, Long Mile Rubber Company, Long Mile Rubber Company of Oregon, Long Mile Rubber Company of Pennsylvania, Murphy's Inc., Sales and Service, Norton Tire Company, Renner Films Corporation, Western States Tires and Auto Service, Inc., Wingfoot Corporation, Wingfoot Films Corporation** and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Assistant Vice President, and its corporate seal to be hereto affixed this **31st** day of **March**, 19 **89**

State of Connecticut }
County of Hartford } ss. Hartford



THE AETNA CASUALTY AND SURETY COMPANY
By Joseph P. Kiernan
Joseph P. Kiernan
Assistant Vice President

On this **31st** day of **March**, 19 **89**, before me personally came **JOSEPH P. KIERNAN**, Assistant Vice President of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.



George A. Perry, Jr.
My commission expires March 31, 19 **91**
George A. Perry, Jr., Notary Public

CERTIFICATE

I, the undersigned, **Secretary** of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this **10th** day of **October**, 19 **89**.



By John W. Welch
John W. Welch, Secretary

I, P A Kempf, Assistant Secretary of The Goodyear Tire & Rubber Company, a corporation organized and existing under the laws of the State of Ohio, do hereby certify that the following is a full, true and correct copy of a delegation of authority dated January 4, 1989 signed by Tom Barrett, President, and attested by P A Kempf, Assistant Secretary of said corporation:

"Pursuant to authority vested in me by resolution adopted by the Board of Directors of The Goodyear Tire & Rubber Company (hereinafter referred to as the "Company"), on February 12, 1980, I hereby authorize

MANAGER, RISK MANAGEMENT

of the Company to execute for and on behalf and in the name of the Company, without attestation and without affixation of the corporate seal thereto:

1. Surety Bonds	\$1,000,000.00
2. Sworn Statement-Proof of Loss	\$1,500,000.00
3. Subrogation Receipt	\$1,500,000.00
4. Non-Waiver Agreement	\$1,500,000.00

issued by The Goodyear Tire & Rubber Company or any of its subsidiary companies.

In so doing, he is directed to observe such instructions as to prior approvals (including Law Department approval of certain bonds designated by the Law Department) and recordkeeping as shall have been prescribed by the executive officer of this Company having cognizance of the subject matter, but failure to do so shall not affect the validity of his execution of any agreement under this authorization.

These documents shall be retained in the Risk Management Department.

This Delegation of Authority shall be in full force and effect from January 1, 1989 to and including December 31, 1993, unless theretofore revoked, and cancels and supersedes a similar delegation dated June 8, 1987.

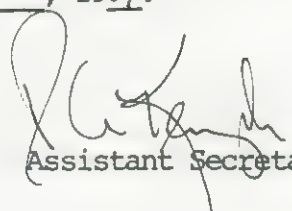
IN WITNESS WHEREOF, I have hereunto set my hand and caused the official corporate seal of said Company to be affixed.

(s) Tom Barrett
President
THE GOODYEAR TIRE & RUBBER COMPANY

Attest: (s) P A Kempf
Assistant Secretary"

And I further certify that the foregoing delegation of authority has been neither revoked nor modified and is in full force and effect at the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the corporate seal of said The Goodyear Tire & Rubber Company to be affixed this 10th day of October, 1989.


Assistant Secretary

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: 10/21/89

1. Governmental Unit: City of Ft. Wayne

2. County: Allen

3. Bidder (Firm): Goodyear Tire & Rubber
Address: 4720 Speedway Dr.
City/State: Ft. Wayne Indiana

4. Telephone Number: 219-483-8777

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to City of Ft. Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Norman Patrick
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
Allen COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Goodyear Corum Tire CTR
Bidder (Firm)
Norman Patrick
Signature of Bidder or Agent

Subscribed and sworn to before me this 25 day of 10, 1989
My Commission Expires: 8-19-91
County of Residence: Allen

C. Patrick Byns
Notary Public
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 10-26-89 @ 11:00 AM BID REFERENCE # 888

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THIS BID REQUIRES A \$500.00 BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____% IF PAID WITHIN NET 30 DAYS DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Mc MAHON TIRE INC
STREET ADDRESS 502 W. JEFFERSON
CITY FORT WAYNE IN PHONE (219) 422 2084
BY Patrick D. McMahon
REPRESENTATIVE SIGNATURE

PRICE SHEET FOR TIRES/TUBES

NOTE: PLEASE BID MAJOR MANUFACTURER'S TOP OF THE LINE TIRES/TUBELESS ONLY. AWARDED VENDOR(S) SHALL MAKE ALL PASSENGER CAR TIRES AVAILABLE WITHIN THREE (3) DAYS NOTIFICATION FROM THE CU GARAGE.

SIZE	TRACTION	STR TREAD	PLY	COST TIRE	/ COST TUBE
				TRACT / TREAD	
7.50-16	YES	YES	8	\$48.03 / 49.43	\$ 5.35
17.5-25	YES	YES	12	\$305.86 / 305.86	\$31.55
9.50-16.5	YES	YES	8	\$61.35 / 53.54	\$ 4.61
1100-22.5	YES	YES	12	\$163.23 / 142.68	\$11.25
16.9-24 INDUSTRIAL R-4	YES	NO	10	\$292.47 / na	\$19.18
8-14.5L2	NO	YES/HWY	12	\$ na / 49.88	\$ 6.50
P22570R-15-4 PURSUIT			4	\$ na / 47.79	\$ 4.61
P22570R-15-4-SNO PURSUIT			4	\$59.52 / na	\$ 4.61

ALL tires are Firestone Tires.

BELOW INFORMATION MUST BE FILLED OUT AND RETURNED WITH YOUR BID.
 PRICES MUST BE FIRM AND EXACT. ESTIMATED OR FIGURES STATED AND
 UP WILL NOT BE CONSIDERED.

REP AT DEALERS LOCATION:	TRUCK	\$ 10.50
	VAN	\$ 8.00
	CAR	\$ 7.50
REP ON CITY STREETS:	TRUCK	\$ 10.50
	VAN	\$ 8.00
	CAR	\$ 7.50
REP ON INSIDE DUAL:		\$ 14.00
SERVICE CALL CITY LIMITS:		\$ 14.50
SERVICE CALL OUTSIDE CITY:		\$ 14.50
CHARGE PER HR OUTSIDE CITY:		\$ 25.00
MILEAGE:		\$.75¢ per mile
MINIMUM SERVICE CALL:		\$ 14.50
SERVICE CALL AFTER HOURS:		\$ 39.00
CHARGE PER HR AFTER HOURS:		\$ 25.00
DISMOUNT TIRE FROM RIM LG/TRCK:		\$ 5.00
MOUNT TIRE ON RIM LG/TRCK:		\$ 5.00
REMOVE/REPLACE TIRE AS IN ROTATION:	TRUCK	\$ 5.00
	VAN	\$ 2.00
	CAR	\$ 2.00
FLAT REP AT DEALER:	TRUCK	\$ 10.50
	VAN	\$ 8.00
	CAR	\$ 7.50
LABOR/REP ON ALL 15 X 22.5 & LRGR:		\$ 17.50
LABOR/REP ON ALL CAR TIRES:		\$ 7.50
REP ON CAR TIRES W/REP UNIT-LG:		\$ 7.50
REP ON CAR TIRES W/REP UNIT-SM:		\$ 7.50
DISMOUNT JUNK TIRES:	TRUCK	\$ 5.00
	VAN	\$ 2.50
	CAR	\$ 2.50
COMP BALANCE ON CAR TIRES:		\$ 5.50
COST PER DRUM OF CALCIUM:		\$ 18.00 (100 lb bag)

HOURS OF DEALER OPERATION: Monday thru Friday 7:00AM-5:00PM
saturday 8:00AM - Noon McMahon Tire has 24 hour service available
through Voice Mail

THE Cincinnati Insurance Company

CINCINNATI, OHIO

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

McMAHON TIRE, INC., 341 West Jefferson Boulevard, Fort Wayne, Indiana 46802

as principal, and *THE CINCINNATI INSURANCE COMPANY*, a Corporation organized under the laws of the State of Ohio and licensed to do business in the State of Indiana, as surety, are held and firmly bound unto

CITY OF FORT WAYNE, INDIANA, DEPARTMENT OF PURCHASING
One Main Street, Fort Wayne, Indiana 46802

as obligee, in the penal sum of -----FIVE HUNDRED AND NO/100THS----- (\$500.00) ----- DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 26th day of October 19 89

WHEREAS the said principal is herewith submitting proposal for

1990 REQUIREMENTS FOR AUTO, TRUCK, TRACTOR AND
CONSTRUCTION EQUIPMENT TIRES AND TUBES

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein for acceptance (60 days if no period is specified) and the Principal shall enter into a contract with the said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the period specified (30 days if no period is specified); or if the Principal shall, in the case of failure to do so, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not to exceed the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

McMAHON TIRE, INC. (L.S.)

By: *Joseph D. Maher* (L.S.)

THE CINCINNATI INSURANCE COMPANY



By *Donald F. Campbell*
Donald F. Campbell Attorney-in-fact

THE CINCINNATI INSURANCE COMPANY

Cincinnati, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

H. Stanley Huff, Jr.; Donald F. Campbell; Jerry C. Waak and/or Jennifer J. Ruprecht of Fort Wayne, Indiana its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and Treasurer and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Senior Vice President this 14th day of June, 1989.



STATE OF OHIO) ss:
COUNTY OF)

THE CINCINNATI INSURANCE COMPANY

Donald F. Campbell
Senior Vice President

On this 14th day of June, 1989, before me came the above-named Senior Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

Henry G. Berlon

HENRY G. BERLON, Attorney At Law
Notary Public State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

I, the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 26th day of October 19 89.



Robert J. Dineen
Secretary and Treasurer

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

1. Governmental Unit: CITY OF FORT WAYNE Date: 10/17/89
2. County: ALLEN
3. Bidder (Firm): McMAHON TIRE INC
Address: 502 W. JEFFERSON
City/State: FORT WAYNE, IN 46802
4. Telephone Number: (317) 422-2084
5. Agent of Bidder (if applicable): N/A

Pursuant to notices given, the undersigned offers bid(s) to CITY OF FT WAYNE (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Patrick McMahon
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
SEE ENCLOSED PRICE LIST			Effective January 1, 1989		
			All passenger and truck (light) - Net state price		
			All pursuit(Police) tires- Net state less 5% discount		
			NON-COLLUSION AFFIDAVIT All commercial tires- net state less 7		

STATE OF INDIANA)
ALLEN) SS:
COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

McMAHON TIRE INC
Bidder (Firm)

Patrick McMahon
Signature of Bidder or Agent

Subscribed and sworn to before me this 17th day of October, 1989.

My Commission Expires: 9/7/93
County of Residence: Allen

Shirley G. Schultz
Notary Public

SHIRLEY G. SCHULTZ
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Numbers:

Date:

Read the first time in full and on motion by Henry, seconded by Burns, and duly adopted, read the second time by title and referred to the Committee on City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock, _____ M., E.S.T.

DATED: 11-28-89.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the ^{third}time in full and on motion by Henry, seconded by Long, and duly adopted, placed on its passage. PASSED ~~lost~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 12-12-89.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) _____ (APPROPRIATION) _____ (GENERAL) _____
Special
(SPECIAL) (ZONING MAP) _____ ORDINANCE RESOLUTION NO. 1206-89.
on the 12th day of December, 1989,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles S. Reed
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of December, 1989, at the hour of 11:30 o'clock PM, M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 18th day of December, 1989, at the hour of 8:00 o'clock PM, M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. 888 for tires, tubes, and tire repairs for the City Fleet through the CU Garage. The cost reflects the most responsive vendors.

J-89-11-31

EFFECT OF PASSAGE: Used to maintain City Fleet for tires, tubes, and tire repairs for 1990.

EFFECT OF NON-PASSAGE: Without the purchase of these materials, downtime of equipment and vehicles would result in lost production and services to the citizens of Fort Wayne.

MONIES INVOLVED:	Goodyear Tire	\$42,500.00 +/-
	McMahon Tire	\$42,500.00 +/-

PRICE AGREEMENT: Yes

PURCHASE ORDER:

SOURCE OF FUNDING: CU Garage 702-803-G154-4234

PRIOR APPROVAL:
(IF APPLICABLE)

DATE:

BILL NO. S-89-11-31

REPORT OF THE COMMITTEE ON CITY UTILITIES

THOMAS C. HENRY, CHAIRMAN
MARK E. GIAQUINTA, VICE CHAIRMAN
LONG, BURNS, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the awarding
of Reference #888 by the City of Fort Wayne, Indiana, by and
through its Department of Purchasing and GOODYEAR COMMERCIAL
TIRE AND MCMAHON TIRE, INC. for the City Utilities Garage

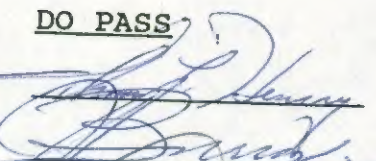
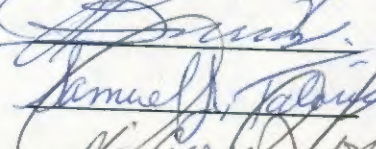
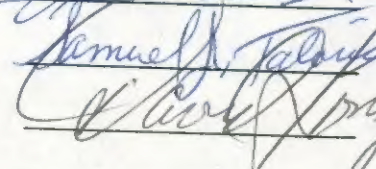
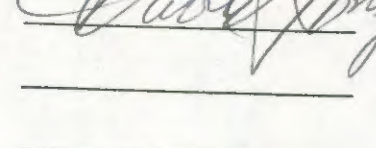
HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) ~~(RESOLUTION)~~X

DO PASS

DO NOT PASS

ABSTAIN

NO REC

DATED: 12-12-85

Sandra E. Kennedy
City Clerk